

THE STRIKE

OF THE


SHOE WORKERS

In Marlboro, Mass.,

NOVEMBER 14, 1898 -- MAY 5, 1899.

A Report, prepared for the Civic Department of the Twentieth
Century Club of Boston, by the following Committee :

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THE STRIKE OF THE MARLBORO SHOE WORKERS.

ORGANIZATION AND ARBITRATION IN MARLBORO.

Marlboro is essentially a shoe town; over eighty per cent. of the persons employed there are shoe workers. The shoe business is consolidated chiefly in the hands of two larger and three smaller firms,* the two larger firms being more or less inter-connected by personal relationships. The manufacturers are, moreover, with one exception, united, not in a formal and binding organization, but by an understanding maintained by stated meetings.

In regard to the organization of the shoe workers, it appears that previously to 1895 there was not a completely unified organization of the trade. In April of that year, at a convention held in Boston, the Boot and Shoe Workers' Union of America was formed, amalgamating the three previously existing bodies—the International Shoe Workers, the Lasters' Protective Union, and the Knights of Labor. The new organization was affiliated with the American Federation of Labor. At this first convention it was reported that 146 delegates were present, representing 73 unions and 36 towns or cities. At the next annual convention, June, 1896, the report gives 75 delegates, representing 65 of the principal shoe centres. They reported that during the year 109 unions, with an aggregate membership of 15,000, had been formed. This is much larger than the total membership now reported, namely, 8,589.†

Marlboro apparently entered the new organization in July, 1895. Up to that time nine of the ten local unions had been affiliated with the Knights of Labor, one with the Lasters' Protective Union. One complaint made by the Marlboro manufacturers is that the town was over-organized; they point to the 1,507 members reported from Marlboro as proof of this. Marlboro, with between four and five per cent. of those employed in the Massachusetts boot and shoe industry‡ had about seventeen per cent. of the membership of the national organization of shoe workers.

The constitution of the Marlboro organization is as follows. A joint council, itself a part of the national organization, is the highest local body,

*The firms are: Rice & Hutchins, operating at the time the strike began three factories, the Middlesex, the Cotting Avenue, and the Klondike; S. H. Howe Shoe Co., operating four factories; John A. Frye; John O'Connell & Sons; J. F. Desmond Shoe Co. The only factories not included in the strike were the Klondike of Rice & Hutchins, and the factory of the J. F. Desmond Shoe Co.

† See Monthly Report to Local Unions by the Boot and Shoe Workers' Union, Nov., 1898–March, 1899, p. 28. The membership reported as in good standing is 5,539.

‡ Massachusetts census, 1895.

and is made up of delegates from ten local unions. These are: Women Stitchers' Union 3, 300 members; Prosperous Heelers' 4, 207 members; Mixed Union 5, 77 members; Sole Leather Workers' 7, 100 members; Bottom Finishers' 8, 90 members; Cutters' 9, 45 members; Treers', Dressers' and Packers' 10, 186 members; Edge Makers' 18, 84 members; Sole Fasteners' 22, 62 members; Lasters' 59, 456 members.* Each of these local unions may elect one delegate at large and one additional delegate for each 200 members or majority fraction thereof. The term of these delegates is six months. The joint council thus composed is to meet weekly. Its officers are the usual president, vice-president, secretary, treasurer, and sentinel, and its standing committees are three—a label committee, a business and organizing committee, and an auditing and finance committee.

The representatives of the organization and their ambassadors, in dealing with the employers, are three salaried agents.

The provisions in regard to "difficulties" are to be found in the general constitution of the national organization, with unimportant supplementary provisions in the rules of the joint council. If a difficulty arises in a local union, its officers are to try to effect a settlement; if they fail, it is referred to the joint council, who in turn try to effect a settlement; if they also fail, it is referred to the shop's crew concerned, and a secret ballot is taken as to whether or not they shall strike. Meanwhile the joint council must have notified the general president of the national organization of a grievance that they cannot settle. The general president is to come at once, in person or by deputy, and try to effect a settlement. Failing in this, he may order a strike, after a consultation with the joint council. If his decision be adverse to a strike, and is objected to by the council, the general executive board of the national organization acts as a court of appeal; and if it sustain the president, the strike must be declared off. The order to resume work may be given by the general president and general executive board. There are further provisions for a referendum to all local unions, in case of a proposed strike which will involve more than ten per cent. of the total membership of the organization. The constitution also provides that any local union or joint council, with the consent of the general executive board, shall have power to submit the settlement of any strike, lock-out, difference, or dispute that may exist to any board of arbitration which shall equally represent both parties to the controversy. The decision of said board of arbitration shall be binding on all members of the union affected thereby.

In the matter of arbitration Marlboro has a long and honorable record. The State Board of Arbitration has been frequently called in to adjust differences. From 1888 to 1897, inclusive, some twenty-four difficulties were brought before the board, and some seventeen decisions were rendered.† These were in every case accepted. It is generally not possible to judge from the reports which side the decision favored; but it

* Monthly Report, as above, p. 26. Sole Leather Workers' Union 7 is not included in this report. Its membership of 100 increases the total for Marlboro to 1,607, instead of 1,507 as given in the Report.

† The number of decisions was less than the number of cases, for the reason that in some cases the matter was privately adjusted or was allowed to drop.

is clear that both parties can show instances of submission to adverse judgments.

One case reported by the Board, a lock-out by Messrs. Frye in 1888, resembles in some degree the recent trouble. The Board reported that "the firm had deliberately chosen its ground and declined to consult any labor organization in the transaction of its business. This was a position the firm had a legal right to take if they judged it expedient to do so."

For some time, in the case of Messrs. Rice & Hutchins, the policy of arbitration took the form of a standing agreement, by which price-lists were fixed for a definite or indefinite period, subject to thirty days' notice of intention to cancel or alter the agreement; it being further agreed that all points of dispute arising under the agreement, which could not be settled by the superintendent and the employees, should be left to the State Board of Arbitration, their decision to be final. This agreement lapsed after a number of years, the employees disliking some of its terms; but the policy of arbitration was not interrupted.

The most far-reaching of the decisions rendered by the State Board in Marlboro were a series of price-lists rendered in 1896, which involved practically a readjustment of wages throughout all the shops.* The new lists made changes in both directions, but represented, on the whole, a substantial reduction. Moreover, such decisions were rendered the more difficult to accept, for the reason that the work was carried on only conditionally, after the date when the former agreement expired; so that the decision, when finally made, sometimes affected wages already paid for the preceding months. For instance, the price-list rendered for the Middlesex factory on August 11, 1896, took effect from December 9, 1895. In such cases, the work is generally done on the lower scale provisionally; but in some cases actual repayments from the work people have been due under the decision. These payments, it appears, have never been required by the manufacturers.

Mention should be made here of an event that occurred in 1897, which contributed somewhat to embitter the relations between the unions and the manufacturers. In July, 1897, the firm of Rice & Hutchins stated that they would start a new factory in Marlboro for turning out a different sort of shoe from any then being made there, on condition that the firm be allowed to run it for two years "without any interference whatever from the labor unions." To this unusual proposal the unions acceded, and the following contract was signed by their agents: "We, the undersigned, agents representing the several unions in Marlboro, do hereby agree that for a period of two years, Rice & Hutchins shall be left to establish their plant in this city precisely as they please, at prices such as labor is willing to work at, without any interference whatever from the labor unions." The so-called Klondike shop thus inaugurated soon gave rise to dissatisfaction. A dispute having arisen in one of the old factories over the prices of "sneakers," this class of goods was transferred to the Klondike. The workers claim that this was substantially a violation of

* In their report for 1896, the State Board, speaking of the increase of cases of arbitration, as distinguished from conciliation, said: "Practically the whole of the shoe manufacturing industry of Marlboro was passed upon in this manner, either directly or indirectly, by the Board during the first half of the year."

the agreement as to the Klondike shop. They assert that they had agreed to hold hands off, on the assurance (1) that the work in the Klondike should be of a new sort, an addition to the employment of the town, and (2) that the workers employed there should be Marlboro people. Now, the workers declare that not only was old work transferred to the Klondike to avoid union conditions, but that persons were brought in from outside the town to work in the new shop. The contract, however, being drawn in the broadest terms, without the conditions which alone induced the unions to sign being stated, they had nothing to do but to submit; and they did so. The matter undoubtedly made bad feeling, and added to the impression of the work-people that the manufacturers were capable of playing a sharp game.

OUTBREAK OF THE STRIKE.

The immediate occasion for the recent strike was furnished by the posting on November 10, 1898, of certain notices in the factories of the S. H. Howe Shoe Company, Rice & Hutchins, and John A. Frye.* These notices varied somewhat in points of detail; but the main purport was the same in all cases. They announced the intention on the part of the manufacturers to conduct their business in the future without reference to labor organizations. Notice was given that the existing price-lists would terminate on November 23, 1898, when new price-lists prepared by the manufacturers would be put in force. All contracts and agreements were thereafter to be made directly between each company and its own employees. The manufacturers expressed their willingness to confer with their employees, either individually or through committees, but not through agents of labor organizations.

This was the common purport of all the announcements posted by the manufacturers. The announcement of Rice & Hutchins, however, differed from the others in two important particulars. It stated a reason for the refusal of the company to deal with the agents of the unions, and prescribed a form of individual contract which their workmen would be required to sign. The reason for the action of the company was given in the opening paragraph of the notice which read:

"Because of the unwise and arbitrary methods of interference with the conduct of this business heretofore pursued by the accredited agents of labor organizations, which have caused financial losses both to employer and employed, making it unsafe for those who manage this business and are responsible financially for its success, to make contracts for material, labor, or the certain delivery of the product — shoes."

The form of individual contract to be required was as follows:

"Having agreed to labor in the Cotting Avenue factory at _____ until November 23d, 1899, upon certain prices and terms, and with full knowledge of conditions existing in factory, I hereby further agree that I will not until November 23d, 1899, either by myself or by joining with others, take any action, secretly or otherwise, with the intent to interfere with the continuous running of the factory; and that I will not recognize

* See Appendix.

any authority which makes requests or gives orders contrary to the letter and spirit of this agreement."

The announcements of the manufacturers called forth an immediate reply from the joint council of the Boot and Shoe Workers' Union, addressed to the "Shoe Manufacturers, Business Men, and Public at Large." The reply interpreted the notices to mean "that each individual shall surrender his or her individual rights to hold a membership in a legitimate organization of their craft, and shall work at prices, and under conditions, wholly dictated by the employer." The joint council deplored the action taken by the manufacturers; declared the readiness of the workers to submit to arbitration all subjects of dispute that could not be otherwise adjusted; and finally expressed emphatic refusal to surrender the right to maintain their organizations as in the past.

This reply was issued on November 10. On November 14 the union workers struck, and the shops of the three companies that had posted the notices were closed. A few days later, a notice similar to the others was posted in the factory of John O'Connell & Sons, and the employees of that firm promptly joined the strikers.

The strike affected practically the entire shoe industry of Marlboro. Eight shops were involved. The number of laborers concerned cannot be accurately determined. The rolls of the unions at the time of the strike showed a membership of 1861.* The total number of strikers, however, was undoubtedly much larger than this. The unions state the number as 3,000. The manufacturers refuse to give out any figures. The Marlboro *Daily Enterprise*, a paper owned by the manufacturers, having been bought up shortly before the outbreak of the strike, estimates the number as 3,500.

CAUSE OF THE STRIKE.

In its origin, the controversy was rather of the nature of a lock-out than of a strike. The manufacturers were self-confessedly the aggressors. Their actions in breaking off relations with the labor organizations precipitated the conflict. Investigation into the cause of the strike, therefore, must take the direction of inquiry concerning reasons that prompted the manufacturers to post their notices refusing recognition to the unions. The notice posted by Rice & Hutchins charged the agents of the unions with "unwise and arbitrary interference" with the business of the company. The notice gave no specific facts in support of this general charge; but the writer of the notice, Mr. W. B. Rice, has since stated that his reason for making this announcement was his experience in connection with a strike which occurred last August in the Middlesex factory, operated by Rice & Hutchins.†

The facts concerning this Middlesex strike were these. The fore-

*This figure was given out by the agents. The discrepancy between this total and that stated above on page 3 is explained by the increase of membership that followed the outbreak of the strike.

† Testimony before the Legislative Committee on Labor, March 1, 1899. Extensive use has been made of the stenographic reports of the hearings before the Legislative Committee in the preparation of this report.

woman of the stitchers' room at the Middlesex factory was objectionable to the workers. On Tuesday, August 9, one of the agents, Mr. J. H. Murray, acting under orders from the Stitchers' Union, waited upon the superintendent of the factory, Mr. Charles B. Eager, and informed him that the stitchers would no longer work under this forewoman. Mr. Eager said that he would bring the matter to the attention of Mr. W. B. Rice. On Thursday, August 11, Mr. Murray again called and stated the grievance of the stitchers. He was handed a letter from Mr. Rice, informing him that if he would "state in writing any substantiated good reason for a change in the management of the room," it should have immediate attention. This letter was at once laid before the Stitchers' Union, which declined to present any charges in writing, but voted to strike, if the forewoman were not discharged by the following Saturday. This decision was communicated to the superintendent by Mr. Murray on Friday morning, August 12. The next day, as the forewoman was still in the employ of the company, the stitchers struck. The Middlesex factory was shut down, and remained closed for several months.

The substance of the complaint on the part of the manufacturers touching this strike is that the demand for the discharge of the forewoman was unreasonable; that practically no time was given the company to investigate the charges against this person; and that the strike was ordered intentionally at the height of the busy season. In the opinion of the manufacturers, this strike was unjustifiable, premature, and ill-timed.

The workers urge in justification of their course that the forewoman in question was absolutely unbearable; that repeated complaints concerning her had been presented to the superintendent without result; and that her removal, even on the short notice given, need have caused no interruption of the work. The agents assert that for three years previously to the strike they had repeatedly complained to the superintendent about the offensive conduct of the forewoman; that on three different occasions the Stitchers' Union had voted to strike on this account, and had later rescinded these votes on the representation of the superintendent that the grievance would be adjusted; that finally a strike was ordered as a last resort. The testimony of the stitchers is emphatic concerning the objectionable character of the forewoman. They explain their refusal to present written charges on the ground of fear that the persons who preferred the charges would be marked for discharge.*

It appears that there must have been a kind of divided authority on the side of the manufacturer, of which the agents of the labor organizations were not aware. According to the statement of the agents, they had been told repeatedly that the superintendents of the factories of Rice & Hutchins would adjust all questions relating to the employees. As far as can be learned, Mr. Rice seldom came to Marlboro, and the agents of the labor organizations were given to understand that there was no need of

* Numerous charges against the forewoman were presented in a letter dated August 29, written by Mr. Murray to Mr. Rice, in answer to the letter of Mr. Rice mentioned above. In this letter Mr. Murray stated that he did not answer Mr. Rice's communication earlier because he had been informed by Mr. Charles W. Curtis, Marlboro representative of Rice & Hutchins, that Mr. Rice was on his way to Europe. It is interesting to note that the forewoman in question has since been discharged.

going direct to the head of the firm. The grievance which caused the strike in question was an old one. It had repeatedly been brought to the attention of the superintendent of the Middlesex factory. After many complaints a strike was ordered, and the company's representative was notified of that fact. Then a new factor was brought into the case, namely, the personality of the manufacturer, Mr. Rice. This complicated matters at once, and it was not to be expected that the parties concerned would adjust themselves without difficulty to the new situation.

The contention of the manufacturers that this strike was unreasonable and premature appears not to be sustained. Their further complaint that the strike was ordered at the height of the busy season is not entitled to serious consideration. The agents can hardly be censured for pressing their demand at a time when it would be most likely to receive attention.

The Middlesex incident is not sufficient to establish the charge of unwise and arbitrary conduct on the part of the labor agents. This case involved the conduct of only one of the agents toward one of the manufacturers. The manufacturers have shown reluctance to give further specifications in support of their charge. They assure the inquirer for more definite information that the systematic interference by the agents had become annoying and offensive to the last degree; that in consequence the situation had become simply intolerable. They cite various incidents of more or less weight, many of them matters that happened years ago, and almost all of them difficult so to verify as to justify an opinion concerning their merits. To offset this charge of unreasonableness there is trustworthy testimony to the fairmindedness and conservatism of the agents; their past record of willingness to submit to arbitration; and their offer to withdraw from the present controversy, if such action would contribute to bring about a settlement. The manufacturers seem, furthermore, to have made no effort at any time in the past to bring their complaints concerning the agents before the unions and to secure the appointment of more acceptable persons.

The cause of the recent strike may be stated briefly to have been the refusal of the manufacturers, for reasons not fully set forth, to deal with the labor organizations. It seems reasonable, in the absence of detailed statements from the manufacturers, to conclude that this action was prompted by a desire to establish a lower level of prices than had formerly prevailed in Marlboro, and a belief that the accomplishment of this purpose required the elimination of labor organizations. The position taken by the manufacturers has been maintained to the present time. They have persistently ignored the unions.

ATTEMPTS AT SETTLEMENT.

Several unsuccessful efforts were made by outside parties to bring about a settlement of the strike.

I. By the clergymen of Marlboro. On December 17, at the suggestion of the clergymen of Marlboro, the Joint Council appointed committees to wait upon the manufacturers. The committee was composed, in each case, of former employees of the manufacturer visited. Each committee was instructed to request answers to the following questions :

1. Will you recognize our unions through our agents ?
2. Will you recognize our unions through a committee of your own employees ?
3. Will you submit to our unions your proposed list of prices ?
4. Will you discuss the price-list with our agents ?
5. Will you discuss the price-list with a committee of the unions composed of your employees ?
6. In case the committee and your firm cannot agree on prices, will you submit the same to arbitration ?

To none of these questions did the manufacturers give an affirmative answer. In some cases, they answered negatively ; in other cases, by referring to the posted notices. The only result of the interviews between these committees and the manufacturers was to exhibit unmistakably the determination of the latter not to recognize the unions in any way. The immense difficulty of effecting a settlement was made clearly apparent.

II. By the State Board of Arbitration.* On November 28, the State Board of Arbitration was notified of the strike by the Mayor of Marlboro. The members of the Board visited Marlboro several times and had conferences with the manufacturers and with representatives of the strikers. The outcome of these negotiations is thus described in the annual report of the Board :

“The employers seemed inflexible in their determination to adhere to the policy which they had announced in their posted notices. The employees expressed their willingness to leave the whole matter to the decision of the State Board, and abide by the result, and asserted their readiness to make substantial concessions if necessary for the purpose of effecting a just settlement, — in fact, to do anything short of obliterating their organization. In order to meet any personal objection on the part of the manufacturers, the then representatives of the unions stood ready to withdraw themselves from the proceedings, and permit any future negotiations to be conducted by others who were not personally obnoxious by reason of anything that had occurred in the past.

All attempts at an adjustment were fruitless, and the lines remained drawn as in the beginning until January 21, when an interview was sought and obtained by the Board with the manufacturers in Boston.”

As a result of this interview, the following propositions were laid before the Board by the manufacturers in a letter dated January 23, 1899 :

“ Provided your Honorable Board can bring about the ending of the strike, and the return to work of as many workmen as can be employed to advantage, under the posted announcement in our various factories, and at the prices now established, we will modify the posted notice, so that the agreement to work for the year may be verbal instead of written. Should any differences arise between employers and employed — not covered by the notices as posted, and the new price lists — that cannot be settled in Marlboro, they shall be referred for final adjustment to your Honorable Board.”

On the following day these propositions were communicated by the Board to the strikers. The latter replied as follows :

* For the following see: Annual Report of the State Board of Arbitration, January, 1899.

" If all ' posted announcements ' (or iron clads) are removed and all the old employees are reinstated, we agree to resume employment on the present prices, pending an adjustment of the same by your Honorable Board, or some other board mutually agreed upon by both parties, said adjudicated prices to date from the time of application for readjustment.

We reaffirm that we stand ready at all times to arbitrate all differences that may arise between us and our employers."

This reply was submitted to the manufacturers, who thereupon declared in a letter to the Board, dated January 27, that they could not comply with the demand to remove the notices, nor to reinstate any greater number of their old employees than would be required to fill present vacancies.

This ended the efforts to effect a settlement on the part of the Board. The manufacturers, it will be noted, had modified their position in two particulars, namely: (1) They would accept a verbal agreement to work for the year, instead of a contract in writing, as originally stipulated in the Rice & Hutchins notice. (2) They would submit to arbitration any points of difference not covered by the posted notices and the new price-lists, provided that as many workmen as could be employed to advantage returned to work. It should be noted, however, that the requirement of a written contract, which the manufacturers now waived, had been insisted on in only one of the original notices. It is stated by one of the manufacturers that, as a matter of fact, an individual contract, either verbal or written, has not been required in the case of men applying for work. They have declined, however, to make explicit statement to the effect that individual contracts will not be required, although it has been suggested from the side of the strikers that such a statement would be favorably considered as a basis for settlement. This refusal merely to withdraw a formal demand which they had not attempted to enforce in practice seems to show unreasonable obstinacy on the part of the manufacturers. It should be noted, further, that the willingness to accept arbitration, expressed by the manufacturers, was not extended to the notices and price-lists, which covered all the essential matters in controversy. The new price-lists the manufacturers have steadily refused to submit to arbitration, or even to inspection. On the main issue, the recognition of unions, the attitude of the manufacturers remained unchanged.

III. By the Legislative Committee on Labor. On February 27, the Joint Committee on Labor of the State Legislature, acting in accordance with an order of the General Court, visited Marlboro and held several hearings on the causes of the strike. The manufacturers and the strikers presented their cases at great length, offering a voluminous amount of testimony. The committee, however, accomplished nothing toward settling the controversy.

A communication was sent to the committee on March 14, by Mr. John F. Tobin, General President of the Boot and Shoe Workers' Union, giving a statement of the position of the strikers. It read:

" If the employers admit the right of the employees to organize, to maintain their membership in their labor organizations unimpaired by individual contracts, to associate and advise with each other, to a collec-

tive voice in settlement of wages and conditions of labor, then we are ready to discuss any and all conditions as to future employment."

This was sent to the manufacturers, who made the following reply :*

"We do not now, and never did, question the right of labor to organize.

In the conduct of our business and elsewhere we shall respect equally the rights of men and women who are members of labor organizations and those who are not.

For several years those in Marlboro belonging to labor organizations have claimed and attempted to maintain a monopoly of the right to labor, to the exclusion of worthy individuals who did not belong.

In order to maintain our business in Marlboro, we desire to establish the customs in this respect that prevail in other shoe centres, where every man's right to work is conceded.

Employment in our factories under established conditions will not impair the rights of any individuals ; on the contrary, it is our intention to protect, so far as we are able, all our employees in the exercise of all their rights.

We are ready at all times to confer with those employed in our factories, either individually or by organized committees, from their own number.

Should differences arise which cannot be adjusted, we believe they should be settled by arbitration."

These two letters to the legislative committee are noteworthy, as they contain the latest statements of the positions of the two parties. The strikers repeat their demand that the manufacturers admit the right of organization on the part of the laborers. The manufacturers reply that they do not question the right of labor to organize ; that they are ready to confer with their employees, either individually or through committees from their own number ; and that they are willing to leave to arbitration differences that cannot be settled by such conference. The following points deserve to be noted, concerning the statement of the manufacturers : 1. The manufacturers, while admitting the right of labor to organize, would not recognize or deal with the existing organizations. 2. The plan of conference with the employees through shop committees, which the manufacturers proposed, is not regarded as practicable. The laborers cannot be got to serve on such committees because they fear discharge if they present demands that are objectionable to the employers. "Men and women who act on committees," they declare, "who undertake to carry out the instructions of the organization, and are at all offensive in any way in doing business with the manufacturers, are fit subjects for discharge, and have been discharged times without number because of that fact."†

* For the full text of this letter see Appendix. The same statement was given out by the manufacturers to the Rev. B. Fay Mills and to the Rev. Robert E. Ely.

† Testimony of William Lavery before the Legislative Committee on Labor.

Compare also the following, from the testimony of W. J. Murray :

QUESTION : "Mr. Murray, why do the labor organizations employ agents to represent them ?"

MR. MURRAY : "In order to answer I may be obliged to go back. I remember

This is the reason given by the workers for dealing with the employers through paid agents. The committee method was first tried and was abandoned. For this reason the proposal of the manufacturers concerning shop committees was wholly unacceptable to the strikers. 3. The approval of arbitration, expressed in the letter of the manufacturers, related only to difficulties that might arise in the future. They made no mention of arbitration as a means of solving the existing difficulty. This statement from the manufacturers contributed nothing toward a settlement.

END OF THE STRIKE.

Various attempts to settle the strike thus successively came to nothing. The two parties remained as widely separated as at the beginning. Toward the end of December the shops had been reopened. Then the strikers began slowly to lose ground. Many left town; others returned to work. The outlook for the strikers became more and more hopeless. It became evident that, if the strike continued, the outcome would be the destruction of the unions, through removals and defections. On Friday, May 5, therefore, the joint council passed a vote that the strikers should be allowed to return to work without being rated as "scab" or losing rights in their unions. The employers have accomplished their purpose for the time being. But as the organization of the unions is still to continue, it is probable that the fight for recognition will be renewed at some future time.

LOCAL EFFECTS OF THE STRIKE.

The strike, which lasted twenty-five weeks, caused much suffering. In addition to the help which was given to the strikers from the unions and from other sources, the city almoner was obliged to aid many destitute families. Previously to the strike, the city almoner granted aid to fifty-two families per week. The number increased during the strike until in one week, in the month of January, there were aided in this way one hundred and thirty-one families. This was the largest number aided by the city almoner at any one time. Later the number gradually decreased.

Some of the workers will lose their homes by foreclosure. Others will lose most of their savings, which they have put into their homes, on ac-

the time before we had agents, that when we had committees of one or two or three or five appointed to represent the shoe workers, and stood before the superintendent or manufacturers and spoke their minds, a month or so afterwards they were discharged and blacklisted all over the state. A man worked for Mr. Howe eleven years ago in Diamond F; he was on a committee and had to go to the office to the superintendent, and he said what he thought was right. After two months he got discharged. Five years afterward I worked in the Diamond O factory for Mr. Howe, and my foreman said: 'John, do you know where there is a good treer?' I named the man who got discharged in Diamond F five years before. The foreman said: 'Tell him to come in Monday morning.' Saturday he said: 'I am sorry I cannot put him to work.' He said the superintendent had called him down and says that the man worked in Diamond F, and was on a committee, and Mr. Howe said not to have him in the factory. We found that no matter how honorable a man was, if he did not agree with the manufacturers he was discharged. He could not get a position after five years. That is the reason we formed the agency system."

count of being unable to realize much more on the property than the amount of mortgage. In this way the accumulations of years will be consumed. Families will be broken up, as in some cases the individual members of families will be obliged to take situations in different places.

The *Marlboro Daily Enterprise* of Saturday, May 6, states that of the 3,500 shoe workers who went on the strike, 1,200 are out of town, 1,200 are working in factories, and 1,100 are still out. Out of a population of about 15,000 there were 3,500 people working in the shoe shops. It is safe to say that the welfare of every individual in the city is directly or indirectly connected with the fate of these 3,500 shoe workers; for there is no industry of any size in Marlboro but the manufacture of shoes. Whatever small business there is has been built up around the shoe industry, and is dependent upon it.

The figures above given show that 1,200 operatives have left the city, while 1,100 others are without employment. Some of the latter may find employment in Marlboro, while others will be obliged to go elsewhere to get work. The result of the strike will be that somewhere between 1,500 and 2,000 workers must leave the city. Directly dependent upon these workers who are obliged to leave the city are the members of their families. It may be regarded as a fair statement that the departure from Marlboro of from 1,500 to 2,000 operatives means the removal of not less than 5,000 people from the city, which is practically one-third of the entire population. One clergyman in the city states that one-third of the members of his church have already left; another, that 300 of his people have left; still another, that 1,300 of his people have gone.

The disastrous social and economic effects of this wholesale migration of work people, not only on the laborers involved but on the whole city, need no emphasis.

SIGNIFICANCE OF THE STRIKE.

The point at issue in this controversy stands out sharply defined. It is the principle of collective bargaining. The employers determined to substitute for the method of collective bargaining, hitherto prevailing, under which they dealt with labor organizations, acting through agents, a method of individual bargaining, under which they should deal directly with each workman. The purpose of the manufacturers, it is clear, was to break up the organization of the shoe workers. This purpose was most plainly stated by Mr. W. B. Rice in his speech at the annual dinner of the New England Shoe and Leather Association in Boston on December 21, 1898.* He said:

"A few men, acting in secret, like the Spanish inquisition, undertake to deny the right of citizens to work, except by paying tribute to them, and submitting to their dictation as to what and how much work they shall perform, what wages they shall receive, for whom they shall work, and how long. They have power to destroy, and they use it; but if they have

* See the authorized report of the dinner, issued by the *Shoe and Leather Reporter*, p. 3. Extracts from a speech of Mr. S. H. Howe on the same occasion are printed in the Appendix.

power to create, they have not exercised it. They terrorize a community as no Ku Klux of the South was ever able to do." * * * * *

"If New England is to maintain her position in the very front rank, the limitations that now prevent employer and employed alike from freely exercising all the powers of brain and eye and hand must be struck off at any cost. If we do not eliminate this baneful influence that plants itself in the path of industry, the manufacturing establishments that have made New England what she is, will, one by one, be transferred to more favorable localities. This New England Association may do much, and in many ways, to remedy this evil, if we can have the united support of all engaged in our industry."

The manufacturers have repeatedly stated that they do not question the right of their laborers to organize. They simply refuse to buy labor through the organizations. Mr. Rice declared before the Legislative Committee: "I acknowledge the right of the gentlemen to organize as strongly as they like, and to refuse to do anything that they do not like, and keep away from my factory if they like, and not to accept my terms if they do not like them. They put up a certain kind of labor; it is good labor, and I have nothing to say of them but good. We offer to employ that labor under certain conditions. If we cannot trade, let us part friends, and we will try to get somebody who is willing to sell their labor under our conditions—conditions that we think we are able to survive under. That is what we are attempting to do, and what we believe we shall do." Mr. Rice here concedes the right of organization, but declines in practice to deal with the unions. This seems Pickwickian. To ignore labor organizations is to oppose the principle of organization.

The statement above quoted indicates, furthermore, culpable indifference to the social responsibility of the employer. No employer has a moral right to take action that will plunge a whole community into industrial disorder, unless conditions are such as to leave no other course open. It is not evident that this was the case in Marlboro. The situation does not appear to have been intolerable; it merely demanded a certain amount of patience and forbearance. Even if the trade union action were as unreasonable as the employers assert, there is no evidence of effort on their part to exhaust other means to induce the trade unions to agree on a reasonable policy before resorting to the lock-out.

Much of the irritation that existed in Marlboro previously to the strike could have been prevented by the establishment of a local Joint Committee or Board of Conciliation. By such a body difficulties like that which led to the Middlesex strike could have been settled before they grew to formidable proportions. The institution of a Joint Committee would have brought the two parties into closer touch, and would have laid the basis for mutual understanding and sympathy. This was the next step needful in the development of the labor situation in Marlboro. It is to be regretted that the manufacturers did not take this step, and, instead of breaking with the unions, attempt to secure a better understanding with the latter, through the formation of a Joint Committee, in which representatives of both parties should meet regularly to discuss all questions relating to the conditions of employment.

The principle of collective bargaining, based on the organization of

labor, which was the point of issue in the Marlboro struggle, is one of vital importance to the working class. Organization on the part of the laborers is a necessary condition of a free labor contract. Without it, the laborer's formal freedom is not realized in fact. For the individual laborer, unorganized, must submit to the dictation of the employer. He has no effective voice in determining the conditions of the labor contract, no means of redress in case of grievance. Organization remedies this. It puts the laborer in a position to arbitrate with the employer the terms of employment. It creates the conditions under which the formal freedom of the labor contract becomes a reality. Organization is, then, the guarantee of the workman's equality and independence. The overthrow of organization would reduce the members of the working class to a position of inequality and dependence. The result would be an intolerable capitalistic tyranny.

APPENDIX.

I.

The announcements posted by S. H. Howe Co. and Rice & Hutchins on November 10, 1898:

Believing that the success and continuance of our business in Marlboro demand a change, both in price-lists and method of agreement, we make the following announcement:

All price-lists and labor agreements now in force in our different factories will terminate on Wednesday, November 23, 1898.

New price-lists and agreements, binding for one year, have been prepared and will insure uniform and reasonable wages in every department (provided outside interference and limitation are removed, and inside harmony and mutual good-will are restored.)

All contracts and agreements will be made by and between our company and our employees, and all matters of difference must be settled by and between our company and our employees, either singly or in committee.

As managers of the business we claim and shall carefully exercise the right to hire or discharge (for cause) any person or persons whenever in our judgment the interests of the business requires such change.

We do not claim the right to interfere in any way with the individual or social freedom of any person, but we do desire a united and harmonious organization, and shall endeavor to protect by all proper and lawful means all persons who enter our employ.

By this change of method and reorganization we believe we shall recover and be able to hold our place in the front rank of manufacturers, thereby providing steady employment for the greater number.

We are now ready, and shall be glad to confer with any or all of our present employees in relation to future employment.

THE S. H. HOWE SHOE COMPANY,

S. H. Howe,
President.

Marlboro, Nov. 10.

Because of the unwise and arbitrary methods of interference with the conduct of this business heretofore pursued by the accredited agents of labor organizations, which have caused financial losses both to employer and employed, making it unsafe for those who manage this business and are responsible financially for its success to make contracts for material, labor, or the certain delivery of the product — shoes.

The proprietors of this factory hereby announce to all who desire to contract for the future performance of any labor therein, that after prices, terms and conditions of said labor are mutually agreed to, each shall consent in writing to the following:

Having agreed to labor in the Cotting Avenue factory at — until Nov. 23d, 1899, upon certain prices and terms, and with full knowledge of conditions existing in factory, I hereby further agree that I will not until Nov. 23d, 1899, either by myself or by joining with others, take any action, secretly or otherwise, with the intent to interfere with the continuous running of the factory; and that I will not recognize any authority which makes requests or gives orders contrary to the letter and spirit of this agreement.

We claim and shall exercise the right to refuse to deal with parties not interested in the factory, by employment therein, but will gladly confer with employees either singly or by committee.

We shall exercise the right to hire or discharge for cause any persons, as the interests of the business requires, and we shall make no distinction of party, race, or membership in any church, society or organization.

The prices paid and above conditions will continue in force for the succeeding year unless notice is given by either party previous to October 23d, 1899.

We trust and believe that all the well-disposed, industrious citizens of Marlboro, who have so long been our valued assistants in establishing and maintaining the industry carried on in the Cotting Avenue factory, will see the reasonableness of the above conditions.

Applications for positions will be received at this office on and after Nov. 14th., and the factory will open for business as soon as a sufficient number of employees are secured to run to advantage.

RICE & HUTCHINS (INC.),

By W. B. RICE,
President.

II.

Reply of Joint Council No 8, Boot and Shoe Workers' Union, to the manufacturers' announcements:

MARLBORO, MASS., Nov. 10, 1898.

To the Shoe Manufacturers, Business Men and Public at Large:

In view of the recent attack of the shoe manufacturers of this city upon organized labor, and to the end that our position in the impending controversy shall not be misunderstood, we desire, with charity for all and with malice toward none, to submit our side of the case, and ask for it a fair consideration by all who are in any way interested in the matter.

In 1893 Mr. Howe asked for a ten per cent. reduction, and stated that unless he got the reduction he asked for his factories might run one day in the week or they might not run at all. Notwithstanding his proposition was declined, his three factories run six days per week of ten hours each, and Mr. Howe shortly afterward purchased a fourth factory and said at the end of that year it had been the most successful year he had ever had.

In November, 1895, we received from the manufacturers a new price-list involving a reduction of from five per cent. to forty per cent. After some negotiations the matter was submitted to the State Board of Arbitration and we received a decision reducing our wages, which we accepted.

In 1896, just prior to Labor Day, Mr. Howe called in one of the agents and stated that his relations with the unions had been so pleasant and the condition of his business was so satisfactory that he desired to contribute \$75.00 towards the union labor day celebration.

In April, 1897, Mr. Howe asked for a reduction of ten per cent. To avoid trouble the unions compromised by allowing to May 1st, 1898, a discount of five per cent. on all wages except upon eleven items which were referred to the State Board and their decision gave a still greater reduction, which we accepted. This reduction of wages applied to every factory in the city.

In July, 1897, Mr. Rice made a proposition that he would locate a new factory in this city, providing the unions would agree not to have anything to do with said factory for a period of two years. In deference to the clamor of business men and against our judgment, we conceded even this peculiar request, and directed our agents to sign the agreement, which was done. The request stated their intention to manufacture Misses', Childrens' and "Little Men's" shoes, mostly spring heels. He having violated this agreement by making goods not contemplated in the request, the agents waited upon him, when Mr. Rice declined to discuss any matter connected with the Klondike factory, notwithstanding the question at issue was an alleged violation of the agreement on his part. April 1, 1898, we gave the manufacturers the customary thirty days notices that the five per cent. discount on wages expired with the agreement on May 1, 1898, and that all prices would be net after that date. Thirty-six hours previous to the expiration of this thirty days' notice we were given to understand that there would be trouble unless the five per cent. discount was continued. Once again we conceded our wages for the benefit of the business interests and agreed to continue the five per cent. discount indefinitely.

In a few instances some of the unions, being underpaid as compared with competing towns, asked increase in wages, but none of these just grievances have been pressed, and business men or business interests have suffered no loss because of them.

A few weeks ago some of the lasters contemplated stopping work on the lasting machines in sympathy with the lasters of south eastern Massachusetts, but on more mature consideration they decided that such an action would be an inconvenience to

our manufacturers and a detriment to our beloved city, and therefore voted to indefinitely postpone the matter.

For many years our unions have endeavored and have the reputation of having followed an extremely conservative course. There has not been a single instance in years, when we have refused to submit any grievance we had to the impartial tribunal provided by the statutes of our state. We consider this method of arbitration to be the sole cause of our city's freedom from the frequent and extremely costly labor wars that have afflicted every other shoe city.

It remains for our most prominent citizen, elected day before yesterday by our votes, to one of the highest positions in our state, to repudiate one of its longest established institutions, and this at a time when one of Brockton's leading manufacturers, paying the highest wages, has considered it to his business advantage to sign an agreement for three years to arbitrate all disputes and to employ only union help.

We are *ready* to meet the manufacturers upon the basis of arbitration of all disputes that cannot be mutually adjusted, but we are denied that opportunity.

The notices posted and the agreements required, contemplate that each individual shall surrender his or her individual rights to hold membership in a legitimate organization of their craft, and shall work at prices and under conditions wholly dictated by the employer. In proof of this we submit that prices have to-day been proposed in Middlesex factory reducing wages from fifteen to forty per cent.

It is stated that this action on the part of the manufacturers was taken because of arbitrary and unwise actions of the agents.

The agents at all times have acted under instructions, and it is well understood by the shoemakers and manufacturers of this city that 15 to 40 per cent. reductions would have taken place long ago were it not for the organization as represented by the agents; and hence the desire of the manufacturers to prejudice the minds of the members and the public against the agents.

To the business men we desire to say that while we have in the past conceded much in their interest, we have now reached a point where further concession would be traitorous to every principle we hold dear, and while we would prefer to be on friendly terms with them, we shall positively refuse to surrender our inalienable right to belong to and maintain our unions as in the past.

We fully realize that the ensuing contest will be one in which all business and real estate interest will suffer.

It will probably be many years before this city and its many interests will recover from the blow which some of its *leading citizens* are about to inflict on it. This battle was not of our seeking, but is forced upon us; hence we absolve ourselves from all blame.

Conscious of the righteousness of our cause, we will oppose the present attempt of the manufacturers to the bitter end, cost the community what it may, as we regard the interests and rights of the workers whose labor has created all values in this city to be superior to every other consideration which may be involved.

On behalf of the organized shoe workers of Marlboro, Mass.,

JOINT COUNCIL No. 8,
BOOT AND SHOE WORKERS' UNION.

III.

Statement prepared by the manufacturers for the Joint Committee on Labor of the State Legislature.

BOSTON, MASS., March 16, 1899.

TO THE JOINT COMMITTEE ON LABOR OF THE MASSACHUSETTS LEGISLATURE, STATE HOUSE, BOSTON, MASS.:

GENTLEMEN: We are in receipt of a communication addressed to your honorable committee by the president and secretary of the Boot and Shoe Workers' Union (herewith enclosed) at the hands of your honorable chairman, with the request that we give it our consideration.

We supposed that our position was already understood, having fully stated it in

various communications to the State Board of Arbitration and Conciliation and others, but more especially in detail before your honorable committee at the recent hearing in Marlboro.

We do not now, and never did, question the right of labor to organize.

In the conduct of our business and elsewhere we shall respect equally the rights of men and women who are members of labor organizations and those who are not.

For several years those in Marlboro belonging to labor organizations have claimed and attempted to maintain a monopoly of the right to labor to the exclusion of worthy individuals who did not belong.

In order to maintain our business at Marlboro we desire to establish the customs in this respect that prevail in other shoe centres where every man's right to work is conceded.

Employment in our factories under established conditions will not impair the rights of any individual; on the contrary, it is our intention to protect, so far as we are able, all our employees in the exercise of all their rights. We are ready at all times to confer with those employed in our factories, either individually or by organized committees from their own number. Should differences arise which cannot be adjusted, after such conference, we believe they should be settled by arbitration.

There are now in our factories nearly eighteen hundred employees who are satisfied to work under established conditions. They will not be discharged except for good reasons. Positions remaining unfilled are open to competent workmen who apply for them.

Believing that our position as above outlined is favorable to workers and employers, and calculated to advance the interests of the city of Marlboro, we shall hope that there will soon return to work as many of our former valued employees as can be accommodated.

Yours very respectfully,

(Signed) RICE & HUTCHINS, (INC.),
By W. B. RICE,
President.
THE S. H. HOWE SHOE CO.,
By S. H. HOWE,
President.
JOHN O'CONNELL & SONS.
JOHN A. FRYE.

IV.

Extracts from a speech made by Mr. S. H. Howe at the dinner of the New England Shoe and Leather Association in Boston, December 21, 1899:

"The one thing I wish to speak about is this unrest of the laboring people. In the beginning there was some need of organization of the laboring people to protect their interests. I can remember when laborers had to take orders for their work drawn on certain stores where the profit was unreasonably large on the goods; they could get no money except by selling these orders. To-day by law the laborer is protected in almost every right that he could be expected to be protected in. He gets weekly payments; there are no orders; there is no chance and no disposition to take undue advantage of labor, and yet from the day he started the organization up to to-day, these organizations have been growing, little by little, more tyrannical, until to-day the organization under which shoe workers are laboring has become so tyrannical that the workmen have no right to make personal contracts with the employer. Every effort of mine and my associates is to make the work of the laboring man easy—to improve his condition in every way we can, and altogether to conduct our business in such a way that he will indirectly receive the same benefit from it that we do. And yet they are under that organization which precludes the possibility of my being on intimate terms with those in my employ. * * * * *

"I have preached more for the past few weeks to the laboring people at home to try to convince them that the shoe business is like any other legitimate business,

governed by the inflexible law of supply and demand, and that their employment depends upon whether I can make a shoe for a cent less than I sell it, and lay by something to carry me through disastrous times. The agents of the union tell me you cannot make the men believe it. Because the agents can't make them believe this is the truth, we are going to try to have them tell our story to the people. We are going to talk to the men ourselves, and, God helping, we will do it [applause]; we are not asking from any man anything except what we are willing to grant ourselves. We are going to do this because it is a matter of absolute right. That is what we are standing for in Marlboro, and it is of essential value to every shoe manufacturer of Massachusetts; and while we don't ask any financial aid in our struggle, it does please us when any man lets us know that he appreciates the value of the service that we are rendering to the trade of Massachusetts. [Applause.] It is the spirit of right which animates us, and any man who has the time to say to Mr. Rice, Mr. Frye, Mr. O'Connell or Mr. Howe that they appreciate the work that is being done, it gives us courage to go on and do the thing we are trying to do — break the fetters which bind our workmen to our local labor organizations."

BOSTON CO-OPERATIVE PRESS,

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